THIS BOOK DOFS NOT CIRCULATE.

AGREEMENT BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BERGEN

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT

: 1 : 1978)

RULGERS UNIVERSITY

Resolution of 10/20/16 Af Eucon

DEC 17 930 AM 776

Page No.

Article I - Recognition..... Article 2 - Term of Agreement..... Article 3 - Collective Negotiating Procedure..... Article 4 - Preservation of Rights..... Article 5 - Discrimination..... Article 6 - Residency..... Article 7 - Notification of Changes..... Article 8 - Salaries..... Article 9 - Cost of Living..... Article 10 - Longevity.
Article 11 - Health Benefits. Article 12 - Work Schedule, Overtime..... Article 15 - Personal Leave..... Article 16 - Holidays..... Article 17 -Grievance Procedures..... Article 18 - Local Representatives and Members..... Article 19 -Retention of Civil Rights..... Article 20 - Bill of Rights for County Police Officers 17 Article 21 -Agreements..... Article 22 - Insurance and Welfare..... Article 23 - Clothing Allowance..... Article 26 - Personnel Files..... Article 27 - Applicable Laws..... Article 28 - Changes, Supplements or Alterations.... Article 29 - Educational Incentive..... Appendix "A"

Appendix "8"

AGREEMENT

THIS AGREEMENT made this 20 day of October 1976, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BERGEN, hereinafter referred to as "County", and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT, hereinafter referred to as "Local 49".

WHEREAS, the County and Local 49 recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - Recognition

1. The County hereby recognizes Local 49 as the sole and exclusive representative of all County Police Officers excluding only the Chief of Police. For the purposes of this contract Ferrer Levine, the radio operator shall be treated as a member of Local 49.

The title "OFFICERS" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE 2 - Term of Agreement

This agreement shall be in force from January 1, 1976, to December 31, 1977. All provisions shall remain in full force and effect until a new contract is executed. All economic terms of this agreement shall be retroactive to January 1, 1976.

ARTICLE 3 - Collective Negotiating Procedure

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional

representatives of each party, this counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

- 2. Collective remotivations for the contract period bemining January 1, 1978, shall commence on or about September 5, 1977.
- 1. The Local representatives (not exceeding the number shown in Section 1) on duty shall be permitted to attend regularly scheduled negotiating sequious without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

APTICLE 4 - Preservation of Pights

- 1. Nothing in this contract shall abrogate the existing management rights of the elected or appointed officials in charge of the various departments of County government subject to this agreement and to all applicable Federal, State taws, rules and regulations and the existing rights of the employees.
- 2. The County agrees that all benefits, terms and conditions of employment relating to the status of the County Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

ARTICLE 5 - Discrimination

This contract shall be subject to all State and Pederal regulations or discrimination. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the unit because of membership of activity in either the PBA or group constituting said unit.

ARTICLE 6 - Residency

Employees covered by this Agreement may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of Bergen County.

ARTICLE 7 - Notification of Changes

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE 8 - Salaries

- 1. The base annual salaries for the year 1976 shall be set forth in Appendix "A". This salary schedule reflect the parties' effort to place the salary schedules for all Bergen County Police Officers at a representative position, the fifty-fifth percentile, of those Bergen County Municipalities listed in Appendix "B".
- 2. The base annual salary for 1976 shall be deemed to be retroactive to January 1, 1976, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.
- 3. The base annual salaries as shown for sergeants, lieutenants, captains and inspectors shall be payable to said employees immediately on promotion to said ranks.
- 4. Salaries for employees covered by this Agreement for the year 1977 shall be computed based on the 1977 maximum patrolman's salary (top step) in the Bergen County municipalities listed in Appendix "B". The Bergen County Police patrolman base salary for 1977 shall rank at not less than the fifty-fifth percentile (55%) of those maximum (top step) patrolman's pay, 1977 salary schedule, for the municipalities listed in Appendix "B". Not less than fifty-five percent (55%) of those 1977 pay rates shall be below the Bergen County patrolman's 1977 pay rate.
- 5. Recognizing that some of the municipalities listed in Appendix "B" may finalize their 1977 pay rates after January 1, 1977, the parties to this contract agree that there shall be a

Five Hundred Dollar pay raise across the board on January 1, 1977, for all employees covered by this Agreement. Final pay rate adjustments as provided in the clause shall be made not later than September 1, 1977.

- 6. Those employees covered by this Agreement over the rank of patrolman shall receive a salary increase for the year 1977 in the same gross amount as that pay increase given to the Bergen County Police patrolman as provided herein.
- 7. There shall be three (3) annual wage step increments to top pay for patrolmen. The effective date for the entitlement to said annual wage step increases shall be the anniversary date of the individual employee's initial date of hiring. The pay rate for each annual wage step for the year 1977 shall be computed by subtracting three (3) Two Thousand Dollar (\$2,000.00) increments, representing the three annual wage steps, from the 1977 Bergen County Police Patrolman's maximum pay rate as provided for in this clause.
- 8. The initial step for patrolmen hired during the year 1977 shall be \$9,300.00.

ARTICLE 9 - Cost of Living

Using the Bureau of Labor Consumer Price Index (New York Metropolitan Area), if the cost of living from January through December 1976 rises by more than 5.5% over 1975, then all employees in the unit will receive, retroactive to January 1, 1977, an adjustment in base pay representing the difference between the percentage by which the 1976 index exceeded 5.5% If an annual adjustment shall be made as hereinabove determined, that portion of the adjustment shall be paid in a lump sum payment for that part retroactive to January 1, 1977, and thereafter as a part of the base pay, which shall be adjusted accordingly. If the index does not exceed 5.5% in 1976 over the 1975 figure, then no adjustment will be made.

ARTICLE 10 - Longevity

- 1. Payments shall be made to employees with unbroken, continous long-term service to the County as follows:
 - a. Completing 108 months (9 years) \$200.
 - b. Completing 168 months (14 years) \$400.
 c. Completing 228 months (19 years) \$600.

 - d. Authorized leaves of absence for illness or disability shall not be considered a break in service.
- 2. Longevity payments shall be made in lump sum in the first pay period of the month following the date of hire for 1976.
- 3. Longevity payments shall be paid as increases in the base rate of pay and shall be paid in the regular bi-weekly pay starting January 1, 1977.

ARTICLE 11 - Health Benefits

- 1. The County shall continue to provide all employees and members of their immediate family covered under the present coverage with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier for the County shall refuse to carry or continue said insurance coverage, then, in that event, the County shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the County shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.
- 2. In accordance with the provisions of Chapter III, Public haws of 1971, premiums for benefits in the State Health Benefits Program shall be paid by the County for those employees in the unit who retire, providing that they have served a minimum of 25 years as set forth in the Act.

ARTICLE 12 Work Schedule, Overtime

- 1. The work day shall be eight (8) hours and forty (40) hours per week for Local 49 shall be seven (7) days per week on a rotating schedule.
- 2. Any employee who shall be called back to duty shall be paid at a rate of time and one-half, provided, however, if the employee is called back to duty, he shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean, any employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty, provided that the employee is called back after he has left his assignment.
- 3. If any employee is called to duty on his day off he shall be paid a minimum of four (4) hours pay at time and one-half. If he is on duty for more than four hours, he shall be paid for a full day.
- 4 Employees shall be entitled to be paid for court appearance on ifter-duty hours or on days off in accordance with the above paragraphs, whichever may apply.
- 5. It the regularly scheduled day or tour of day of an employee has been established in advance by a schedule and is changed from that day or tour of a day by the department head within 72 hours of the scheduled day or tour, then the employee shall receive overtime for the new hours he is assigned to work at time and one-half.
- 6. Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department in order of profession based upon a rotating seniority roster.

 All overtime shall be scheduledto give as near as practicable an equal amount of overtime to all personnel. Starting January 1, 1977, and thereafter on the first day of January of each year, overtime shall be offered to the first name appearing on the

roster as may then be in effect. Thereafter, overtime shall be offered to the next person as his or her name may appear on the list as suitable overtime shall become available.

- (a) Overtime may occur when the first eligible name is regularly assigned. In that event, the overtime shall be offered to the next person.
- (b) Some personnel may not desire overtime and may request in writing his or her name be passed over on said list as overtime would have been offered. This may be granted by the Chief or his representative but a person may not decline in an emergency or where he is directly ordered to duty.
- (c) There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the County to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the County's selection of special persons for special details.
- (d) Overtime shall be offered without favoritism.

 At the end of each three months of the year, two representatives of the Local shall meet with the Chief or his representative and review the overtime of the personnel and insure that it is evenly distributed.

ARTICLE 13 - Pay During Absence

- 1. Unscheduled Absonces If, for any reason, an employee is unable to report for luty, he must noticy his Department Head as soon as possible, and before his scheduled starting time.
- chall be granted sick leave with pay of one working day for every month of service during the remainder of the first calcular year of service and fifteen (+5) working days (one and one-fourth per month) in each calendar year thereafter which shall accumulate from year to year.
 - (a) Sich leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contadious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family, or any permanent member of household.
 - (b) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charges with an unpend day for each day absent and will be subject to appropriate disciplinary action.
 - (c) The County shall be permitted to send to the home of an employee reporting sick any duty New Jersey licensed medical doctor to examine said employee. We other terson shall be directed or authorized to visit the home of an employee.
 - (d) The cause for an employee's absence must be reported daily unless be provides an adequate explan-

ation which will encompass an absence occurring over a longer period.

- (e) If any sick leave of less than five (5) consecutive working days no doctor's certificate shall be required. In any sick leave of five (5) consecutive work days not inclusive of regular days off or more, a doctor's certificate must be submitted.
- (1) In the event the County requires an examination by the police surgeon or any other New Jersey licensed physician selected by the County, the cost of said examination shall be borne by the County.

1. Injury Leave

1 1 46 5

- (a) Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing his duties and which is covered by Workmen's Compensation Insurance.
- (b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willfull misconduct on the part of the employee. If an employee, absent from work due to an accident, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.
- (c) The payments enumerated above will be made for a period not in excess of 90 working days for

cach new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of injury

- (d) Use of injury leave employees absent from duty due to an accident, illness or injury covered by Workmen's Compensation Insurance, who have completed three month's service, will be compensated by the County at the requiar base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workmen's Compensation under the terms of the New Jersey Workmen's Compensation Act. In the event that the Chate determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance.
- de) Contested injuries—charges may be made against sich leave accrual, if any, in any case where the County is contesting that the injury occurred on the job or is job related. In the event that the State determines in favor of the employee, sick leave so charges shall be recredited to the employee's sick leave account balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sich leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.
- (f) Medical proofs In order to limit the obligation of the County for each new separate

injury, the County may require the employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.

- (q) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.
 - 1. Additional reports shall be filed from the physician every two weeks thereafter indicating the current status of the employee's health and the time of his anticopated return to duty where the employee elects to use his private physician.
 - In the absence of such certification, the employee shall be removed from injury leave.

4. Puneral Leave

(a) Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother in law, sister in-law, son in-law, daughter-th-law, grandparents at employee or employee's spouse, grandchildren or any other relative residing

in the employee's household. Said death leave shall not be charged against employees sick leave.

5. Terminal Leave

- (a) An Employee, upon retirement, (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement and Early Retirement, but not Deferred Retirement) shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, which the employee elects:
 - (1) Option 1 One-half of the employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided however, that no such lump sum payment shall exceed \$12,000.
 - (2) Option 2 One day of pay for each full year's service with the County of Bergen.
- (b) In the event of the death of an active employee who has vested rights, terminal leave shall be paid to his estate in accordance with the option selected.

6. Leave of Absence

- (a) Leave without pay A permanent employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.
 - (1) Ordinarily, a personal leave of absence or an excused absence will be not

granted to an employee for the purpose of seeking or acception employment with any other employer.

- granted with the understanding that the employee intends to return to his County duties. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.
- (3) Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accuse sick and vacation time.
- (b) Military leave shall be granted as prescribed by Pederal or State law.

APTICUL 14 - Varation

- 1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.
- 2. The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:
 - (a) Employees shall earn one day per month in the first year of employment for the first 11 months and 4 days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.
 - (b) From the beginning of the second year, to

and including the fifth year, employees shall earn vacation at the rate of 1 1/4 days per month.

- (c) From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of 1 2/3 days per month.
- (d) Vacation may be accumulated as set forth in the Civil Service Act.
- (e) No employee who is on vacation shall be recalled except in the case of a Departmental Mobilization by the Chief of Police to meet a clear and present danger confronting Bergen County.
- (f) Vacations shall be selected on a rotating seniority by rank basis (disputes shall be settled on an initial date of hire basis) which shall be established by the Department. Once an employee selects two or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list has been exhausted at which time the process shall be continued. A single pick shall not consist of more than twelve (12) consecutive working days during prime time. Prime time shall consist of the time period between the last week in June and Labor Day.

ARTICLE 15 - Personal Leave

Each employee shall be entitled to take one day of personal leave with pay per year. The Chief or his Appointee must be notified of the personal leave request and prior approval of the Chief or his Appointee must be obtained.

ARTICLE 16 - Holidays

1. All employees, in addition to their regular wages

shall receive 13 helidays and any other Cull day holiday granted other County employees. Bergen County observes the following holidays:

Hew Year's Day
Labor Day
Lincoln's Birthday
Columbus Day
Washington's Birthday
Blection Dav
Good Friday
Veteran's Day
Memorial Day
Thanksqiving Day
Independence Day
Friday after Thanksqiving

Christmas Day

2. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Injury Leave, Terminal Leave, and Vacation Leave. Previously established payroll policies as to Holiday pay shall be maintained.

ARTICLE 17 - Grievance Procedures

- 1. The purpose of the drievance procedure shall be to settle all drievances between the County and the Locals as quickly as possible, so as to insure efficiency and promote employees! morale.
- 2. A grievance is defined as any disagreement between the County and the Locals involving the interpretation or application of a regulation, violation of agreements and suspension.
 - 3. All grievances shall be processed as follows:
 - A. STEP ONE grievances shall be reduced to writing by the grievant Local or EMPLOYEE(s) and submitted to the Chief, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy to the Local or EMPLOYEE(s) within five (5) days of their submission.
 - B. STEP TWO If the Grievances are not settled by Step 1, then the Local or EMPLOYEE(s) shall have

the right to submit such grievances to the County Administrator. A written answer to said grievances shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

- 4. If the Grievances are not settled by Steps 1, and 2, then the Local and/or EMPLOYEE(s) within ten (10) working days after a written decision 'Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting them to an Arbitrator appointed by the Parties from the Arbitration Panel maintained by the American Arbitration Association. The Arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties.
- Nothing herein shall prevent any employee from processing his own grievance, providing the Local and representatives may be present.
- 6. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.
- 7. Grievances must be initially filed within thirty (30) days of the incident, or the employee's knowledge of such incident.

 ARTICLE 18 Local Representatives and Members
- 1. Authorized representatives appointed by the Local, not to exceed four (4), shall be authorized to discuss with the Department Head any guestions concerning the terms of this Agreement.

- 2. During negotiations the authorized representatives of the Local, not to exceed six (6) Rergen County Police shall be excused from normal duties to attend the scheduled negotiations.
- 3. The President and an Officer of his choice on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Locals.

ARTICLE 19 - Retention of Civil Rights

Employees shall retain all civil rights under the New Jersey law.

ARTICLE 20 - Will of Rights for County Police Officers

All employees shall be entitled to the protection of what shall be termed the Bill of Rights for County Police Officers.

Investigations of Bergen County Police Officers shall be conducted in the following manner:

- (a) The interrogation of an employee shall take place at a location designated by the investigating officer. If practicable it will be at the Bergen County Police Headquarters.
- (b) The employee shall be informed of the name, rank and command of the officer in charge of the investigation and those persons present during investigation.
- (d) The employee shall be informed of the nature of the charge for which he is under investigation.
- (d) If the employee is a suspect in a criminal matter he shall be read his rights under the appropriate court decision.
- (e) There is no obligation on the County Police Department to provide an opportunity for an employee

to consult with coursel or anyone else when duestioned by a super or office; about his duties or matters relevant to his fitness for police service, except in cases where the police officer's job is in jeonardy or in cases of bending suspension where the employed under investigation has the right to consult with an attorney. The Chief, or the officer in charge in the absence of the Chief, may, in his discretion, afford an opportunity for an employee, if he so requests, to consult with course) or a representative of the bould before being questioned concerning a violation of the Rules and Procedures of the Expartment. The interrogation may not be bostponed for more than I hour

ARTICLE 21 - Agreements

The County agrees not to enter into agreement with invone but the recognized for entorcement Locals with regard to be son-not covered by this Agreement.

ARTICLE 22 - Insurance and Wellate

- 1. The County shall continue to maintain and provide liability insurance coverage of the type now in force and effect, including false arrest, at the present levels of \$500,000 per man and \$500,000 per incident.
- 2. The County shall supply to employees all necessary legal assistance in the detence of civil claims for personal injury, death or property damage arising out of and in the course of their employment. The founty shall way and satisfy all judgments against said employees as a result of said claims, provided, however, that the employer's insurance carier may handle the matter. In addition, the fourty shall provide legal counsel at its cost, as required by State statute.

ARTICLE 23 - Clothing Allowance

Employees covered by this Agreement shall be entitled to an annual uniterm allowance of Two Bundred and Fifty (8250.00). Dollars. Payment shall be made annually at the first Board meeting in March.

ARTICLE 24 - Shift Differential

Employees in shift positions shall be paid additionally a differential of \$.15 per hour for shift 2 (afternoon and evening shift) and \$.20 per hour for shift 3 (night and morning).

ARTICLE 25 - Bulletin Board

- The County will supply one bulletin board for the use
 of the Local to be placed in a conspicuous location.
- 2. The bulletin board shall be for the use of the Local for the posting of notices and bulletins pretaining to Local business and activities or matters dealing with the welfare of employees.
- 3. No matter may be posted without receiving permission of the officially designated Local representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE 26 - Personnel Files

- I. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- 2. Any member of the Police Department may by appointment review his personnel tile. This appointment for review must be made through the Chief of Police or his designated representative.

- 3. Mhenever a writtin complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him and he shall be given the opportunity to rebut if if he so desires, and he shall be permitted to place said rebuttal in his file.
- 4. All personal history files will be carefully maintained and safequarded permanently. Nothing placed in any file shall be removed therefrom.

APTICLE 27 - Applicable Laws

The provisions of this Agreement shall be subject to and subordinite to and shall not annul or modify existing applicable provisions of State and local laws.

CPTICHT 28 - Changes, Supplements or Alterations

Any provision of this Agreement may be changed, supplemented or altered, provided both parties nutually agree and execute such Agreement in writing.

ARTICH: 29 - Educational Incentive

The following annual increments shall be paid to employees covered by this Agreement who have successfully conpleted degree requirements in police science or related fields.

- (a) Associates Degree----- \$150.00
- (b) Bachelor's Degree----- \$250.00
- (c) Master's Degree----- \$350,00
- (d) Doctorate----- \$450.00

Said amounts shall be paid annually in a lump sum commencing with the calendar year of degree qualifications.

PIP: COUNTY OF BERGEN

Freeholder Director

BETTERN COUNTY POLICE, TEBA

LOCAL 49

August:

Toretta Weinberg Clerk to the Board of Precholders

Charles Knoll, Vice-President

Joseph J. Kelly Co-chairman Negotiati Committee

Robert Ossi, State Delegate

ATTEST:

Richard D. Loccke Attorney, PBA Local 49

APPENDIX "A"

(Computed level on Acticle 8)

1976 SALARIES

Bitrolman

Inspector

During First year	\$ 9,300.00
During second year	11,300.00
During third year	13,300.00
After three years (maximum)	15,300.00
Sorgeant	16,516.00
Lieutenant	17,729.00
Captain	18,943.00

14,650,60

19,650.00

APPENDIX "B"

BERGEN COUNTY MUNICIPALITIES

- 1. Allendale
- Mahwah
- Closter 3.
- Oakland
- Paramus Waldwick
- Upper Saddle River Saddle River
- 8.
- 9 Hohokus
- 10. Glen Rock
- 11. Hillsdale
- 12. Tenafly
- 13. West wood
- 14. Montvale
- 15. River Vale
- 16. Park Ridge
- 17. Woodeliff Lake
- 18. Oradell
- 19. Franklin Lakes
- 20. Englewood Cliffs
- 21. Fort Lee
- 22. Ridgewood
- 23. Maywood
- 24. Fair Lawn
- 25. River Edge
- 26. Hackensack
- 27. Harrington Park
- 28. Northvale
- 29. Old Tappan
- 30. Duniont
- 31. Haworth
- 32. Carlstadt
- 33. South Hackensack
- Bogota
- 34. 35.
- Saddle Brook
- East Rutherford Wood-Ridge Lyndhurst 36.
- 37.
- 38.
- 39. Teterboro
- 40. Elmwood Park

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Ferrer bevine, recently retired radio operator, who has been paid under previous contract agreements between the parties shall continue under the terms of the Agreement signed October 20, 1976 to receive such pay and benefits as may be due him by virtue of his employment with the Bergen County Police during the year 1976.

Any retroactive compensation which would have been due Ferrer Levine had he still been in the active employ of the County will be paid to him for that period during the year 1976 in which he was actively employed with the Bergen County Police.

Dated: October 20 1976.

FOR THE COUNTY OF BERGEN

BERGEN COUNTY POLICE, PBA LOCAL 49

Solu W. schuiding